

**PROCEEDINGS OF THE BROWN COUNTY**  
**PUBLIC SAFETY COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Public Safety Committee** was held on Wednesday, August 2, 2017 at the Brown County Sheriff's Office, 2684 Development Drive, Green Bay, Wisconsin.

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**Present:** Chair Buckley, Supervisor Clancy, Supervisor Evans, Supervisor Zima, Supervisor Nicholson  
**Also Present:** Supervisor Schadewald, Medical Examiner Director of Operations Barry Irmen, TAD Grant Coordinator Mark Vanden Hoogen, Lt. Jim Valley, Lt. Kevin Kinnard, Public Safety Communications Director Cullen Peltier, Director of Emergency Management Jerad Preston, District Attorney David Lasee, Sheriff John Gossage, Chief Deputy Todd Delain, Clerk of Courts John Vander Leest, Judge Zuidmulder, Hobart Village President Richard Heidel, Attorney Frank Kowalkowski, Hobart Administrator Aaron Kramer, Hobart Chief of Police Randy Bani, other interested parties.

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**I. Call meeting to order.**

The meeting was called to order by Chair Buckley at 11:04 a.m.

**II. Approve/Modify Agenda.**

A request was made to move Items 15 and 16 to follow Comments by the Public.

**Motion made by Supervisor Clancy, seconded by Supervisor Evans to approve as modified. Vote taken. MOTION CARRIED UNANIMOUSLY**

**III. Approve/Modify Minutes of June 7, 2017.**

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Comments from the Public.** None.

*Although shown in the proper format here, Items 15 and 16 were taken at this time.*

**1. Review Minutes of:**

- a. Criminal Justice Coordinating Board (May 11, 2017).
- b. Fire Investigation Task Force Board of Directors (March 9, 2017).
- c. Fire Investigation Task Force General Membership (March 2, 2017).
- d. Local Emergency Planning Committee – LEPC (May 9, 2017).

**Motion made by Supervisor Zima, seconded by Supervisor Evans to receive and place on file Items 1 a-d. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Sheriff**

**2. Budget Status Financial Report for May & June 2017 (Unaudited).**

Sheriff John Gossage informed that currently expenses are at 48% which is roughly what is expected. The jail overtime was budgeted at \$483,000 for the year, however, Gossage expects to end the year around \$540,000 - \$550,000 in overtime. This is because they are very low in hiring due to the lack of candidates. Currently there are six vacancies and they will probably be at seven vacancies soon. Gossage said they have a continual application process and are also doing some marketing to get interest from students in the community. He also noted they will be over budget on the shipping of inmates to other facilities. They have exhausted the \$182,000 that was budgeted for the year and based on the current rates of shipping 70 inmates out, at the end of the year they will be \$500,000+ over budget.

Buckley would like to have a standing item on each Public Safety agenda to have an update on the jail addition. Gossage said the he can have his staff attend as well to keep the Committee updated.

Supervisor Zima said there have been numerous discussions regarding the reasons the jail is overcrowded and he feels this needs to be formalized. He noted the length of stay in the jail is double what it is used to be and it is because of processing. The County is spending a lot of money shipping inmates out because the processing is falling behind and Zima feels Administration needs to start budgeting for the necessary people, whether the State provides help or not. The building of a jail is a very large expenditure and Zima feels there are things that can be done to reduce the jail population. He feels if the length of stay in the jail was the same as it was 10 years ago, we probably would not be under the pressure we are right now and not spending the amounts of money we are shipping inmates out. Zima feels we need to start doing something right now to solve this basic problem. Gossage responded that the issues are more systemic based on the criminal justice system. He noted that there are a lot of moving parts; the judges, district attorneys, public defenders as well as pre-sentenced inmates. Zima is not criticizing the Sheriff, but there have been discussions and we know what the problems are and it is time for the County to do something to solve the systemic problems that are causing the overcrowding.

Buckley said we need to work on the State because the State is managing the prison population by not allocating any more money for DAs and Public Defenders. Zima understands this but feels the County needs to figure out what it will cost to handle our problems and then determine if it is better to build a jail or fund some of the things the State is supposed to be funding and put our legislators on the spot. The public has a right to know and has to know what is going on and that the backlog in the jail is what is creating the problems. The current average time in the jail is about 67 days and it used to be in the 30s. Gossage said part of the increase in the length of stay is that there are more arrests on drug issues and ICAC issues and these are felony arrests which result in a longer time in the facility.

Zima would like to see a cost analysis of what it would cost to take care of the systemic problems versus building and staffing a new jail. Buckley feels this may be a good project for the Criminal Justice Coordinating Board and suggested a communication be brought to refer this to the Criminal Justice Coordinating Board.

Supervisor Schadewald said this reminds him of the late 1990s when they looked at issues at the jail. He feels this needs to be formalized and he intends to put a communication in at the next County Board meeting. Before a jail is built, we need to look at the trends and realities. There are a lot of parts to this system and Schadewald feels we need to have some in depth discussions with the parties involved and get the most in depth knowledge we can to make an informed decision. He feels this needs to be looked at from all angles such as the judge's schedules, the DA's schedule and the inmates asking for adjournments and the crimes being committed. He would like to see a core group formed to work on this which would include some County Supervisors.

Zima said this issue has been talked about long enough and it is now time to get something done. Supervisor Evans said the Criminal Justice Coordinating Board has a lot of information on this issue. Zima wants to see a cost comparison and then do something and in the meantime, he feels we need to go to work on the people at the State level.

**Motion made by Supervisor Zima that the Sheriff meet with the parties to come up with a budget of what staff would be needed to reduce the length of time people are staying in the jail due to slow processing. No second, no vote taken**

Evans said the Criminal Justice Coordinating Board includes the judges, the Sheriff, the DA, the Green Bay Police Chief, Public Defenders and Probation and Parole and he feel that may be a good place to start with this. Zima wants this to come back to this Committee. Chair Buckley feels a referral on this should come in the form of a communication at the County Board.

Buckley asked that this be forwarded to the Criminal Justice Coordinating Board with a notation that Supervisor Evans requests the Chair of that Board to place this item on the next agenda.

**Motion made by Supervisor Zima, seconded by Supervisor Evans to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**3. Budget Adjustment Request (17-61): Any allocation from a department's fund balance.'**

This request is to increase federal asset forfeiture expenses to purchase items not originally included in the adopted 2017 budget utilizing the asset forfeiture fund balance carried over into 2017. Expenses consist of \$5,000 for in squad helmets and rifle plate carriers and \$7,104 towards replacement speed board and training for a total of \$12,104. No tax levy money is involved in this adjustment.

**Motion made by Supervisor Zima, seconded by Supervisor Evans to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**4. Resolution to Ratify the 2017-2019 Agreement between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees.**

**Motion made by Supervisor Evans, seconded by Supervisor Zima to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**5. Update on Internet Crimes Against Children (ICAC) and Drug Task Force (DTF).**

Lt. Jim Valley introduced himself to the Committee. Valley presented a Power Point, a copy of which is attached regarding Crimes Against Children and Sex Trafficking in Brown County and talked about some notable cases.

Following the presentation Evans asked if there is any programming for wellness available to the analysts who work on these disturbing cases. Valley responded that the Sheriff implemented a wellness program for all investigators involved in these cases as well as the civilian analysts.

Zima recalled human trafficking issues have been brought up in the City as well as in the County. He believes there is much more human trafficking going on than people realize and asked Valley if they work with the City on this. Valley responded that they work very closely with the City and actually there is an office space for the City within the facility. They also work closely with Ashwaubenon and De Pere and these four agencies make up a core group with the same goals and share their knowledge and information. Human trafficking is a broad scope; sometimes it is taking a girl or boy and selling them to another country, but it goes much broader than that. Valley said they have had 95 cases so far in 2017 for human trafficking/prostitution. He said they view the girls as victims and there are advocacy groups that come in and talk to them. The goal of law enforcement is to find who is above them that are forcing the girls to do these things. There are some that are doing things on their own voluntarily, but there are many more that are being controlled by the drug trade and the money trade. Valley said it is a lot easier for someone to sell a girl and threaten her with violence than it is to have a pocket full of drugs to go sell. In order to get caught for the girl, the girl has to say something and then be the witness. They have to turn away from the numbers of arrests and go above that which is very difficult. They try to give the victims something else to go to to keep them from going back to the same trade.

Lt. Kevin Kinnard introduced himself and presented a Power Point regarding Drug Abuse and Trafficking in northeast Wisconsin, a copy of which is attached. Kinnard is the Director of the Drug Task Force.

Following Kinnard's presentation Zima asked what obstacles the DTF faces. Kinnard said they do not really have any obstacles and they appreciate the support of the Board. The DTF has a great working relationship with the DCI, State of Wisconsin and DEA. Kinnard's office is adequately staffed and they typically handle more cases than the DA's office can handle. They have what they need to do their job.

Kinnard continued that their focus is on the dealers rather than the street users. They focus on the people bringing the drugs into the area who are making money at the misery of those who are addicted. Zima asked if the users that are busted are typically willing to cooperate in disrupting the chain of supply and Kinnard responded that there are some willing to cooperate. He also answered questions with regard to cell phone extraction and K-9 dogs.

Schadewald asked what the age of a typical meth user is and Kinnard responded that the typical user is in their late teens or early 20s; it is not something that they typically see older people using. Schadewald asked if Kinnard feels there would be advantages to more education for high school youth about the dangers of drug use. Kinnard

responded that he feels the DARE program does a good job and he also noted that the DTF does a number of presentations at high schools, community organizations or wherever there is a desire. Zima questioned taking investigators away from their duties to do presentations and asked if that is an area where perhaps adding a person would be beneficial to allow the investigators to keep working. Kinnard mentioned that it may make more sense for the school liaisons officers to handle things like this in the schools.

**Motion made by Supervisor Clancy, seconded by Supervisor Evans to receive and place on file. Vote taken.**

**MOTION CARRIED UNANIMOUSLY**

**6. Sheriff's Report.**

Sheriff John Gossage indicated that they continue to work with Facilities on the jail matters and he will have staff attend future meetings to provide regular updates. Gossage also reported they have worked with CCS and have added another mental health nurse in the jail to try to address the mental health needs of the inmates. This position has been added to the Sheriff's Department proposed budget presented to the County Executive.

Clancy said he had heard at a recent Education and Recreation Committee meeting that the Brown County Parks are being used for pickups for drugs or human trafficking. Gossage said that he was aware of something that was posted on Facebook that was of some concern, but officers investigated it fully and it was found that nobody was in any danger. He encouraged people to contact 911 in the event they feel something is suspicious instead of posting it on social media. He did acknowledge that there have been some issues at Fonferek's Glen with regard to drug activity, including a lot of kids coming from outside of Brown County. They will be working with the Parks Department to get the word out to kids both in Brown County and also out of Brown County that they will be cited at Fonferek's Glen for illegal activity.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to receive and place on file. Vote taken.**

**MOTION CARRIED UNANIMOUSLY**

**OWI Treatment Court**

**7. Update re: OWI Treatment Court – Judge Zuidmulder. *Referred back for specific numbers that can be included in the County budget to fund an OWI Court.***

Judge Zuidmulder provided a handout, a copy of which is attached, to bring the Committee up to speed on starting an OWI treatment court. He presented this information at the last Human Services meeting and noted that Committee made a motion to include the figures in the Human Services budget for 2018.

Judge Zuidmulder said an OWI treatment court would be aimed at fourth offenses because that is the point an OWI becomes a felony. The District Attorney's office has indicated that the standard recommendation on a fourth offense is a withheld prison sentence with one year in the county jail as a condition of probation. For those participating in the OWI treatment court, the offer would be a withheld prison sentence with six months in the county jail as a condition of probation. Judge Zuidmulder feels an OWI treatment court could accommodate 30 people and the savings would amount to 5490 jail bed days per year. If the OWI court is not implemented, every person who is convicted of a fourth offense will spend a year in the county jail but with an OWI treatment court, those that qualify would spend only 6 months in jail and the balance of the time they will be involved in a treatment program designed to end the cycle of drinking and driving.

The estimated cost to the County to implement an OWI treatment court is \$88,000. Judge Zuidmulder said those who would qualify for the court are somewhat of a peculiar clientele in the criminal justice population. They usually do not have any other significant criminal history and to some extent are not really criminal thinkers. Most of them hold full time jobs and part of the recidivism problem is that they do not view themselves as criminals. These are going to be people who unlike most of the treatment courts have a long pattern of stable employment and a residence and will be able to pay part of the user costs of the program.

Clancy asked if this would be considered a pilot program. Judge Zuidmulder said there is evidence-based research that demonstrates there can be an impact on OWIs with treatment courts. This is designed to look at the total population

involved and where the dollars should be spent to get the best return for public safety. Clancy said it looks like a no brainer and Judge Zuidmulder agreed. He said the people this court is aimed at will most likely continue to drink and drive without the treatment court and could very easily kill someone in the process.

Buckley said he agrees with the program, but feels we need to find a way to finance it and asked about the case managers. Judge Zuidmulder said there are currently three case managers who manage about 85 people in the four treatment courts. If an OWI court is going to be implemented, Judge Zuidmulder said we really need to have the ability to keep track of the participants and he does not think there is any way the current case managers could handle that on top of the cases they are already handling. Buckley asked if any of the case managers are seeking any State or Federal grants that could help out on this. Judge Zuidmulder responded that he does not really believe in grants. He feels that programs should either be important enough to fund by the County or not be started. He does not like to see programs started simply because there are funds available. He feels that if the programs are the right programs, the County should fund them on their own, not relying on grants. Buckley said he has seen a lot of grant funded programs throughout the years that have been maintained because they have proven themselves. He knows that this OWI treatment court cannot be totally funded by grants, but feels that if there are grant funds available to help get the program kicked off, we should take advantage of that and the case managers should be out there looking for funds. Judge Zuidmulder responded that the case managers are already working full-time managing their caseloads so if the County is really interested in grants, they should hire a grant writer to do this as a full time job. He does not feel it is appropriate to ask people who are already doing their full-time work to take on the responsibility of grant writing. Buckley agreed but said the case managers may hear of grants that may be available. Judge Zuidmulder responded that he is tired of hearing that government employees need to do more with less and indicated that he is making less money now than he was several years ago. He finds it personally offensive that as a public employee he is supposed to be doing more based on how he has been rewarded and treated. He thinks it is incredible that the County has maintained public servants who, in his opinion, have been underpaid and denigrated for far too long and if the public had any idea what this community would look like without the dedicated people who are not always treated fairly they would be shocked. Buckley responded that over the years the County has chosen to fund a number of programs that are not mandated services and this drains the money we have to work with so when it comes to budget time, there are tough choices to be made. He is asking with the utmost respect to look for funds available to help out where possible.

Zima feels the County is under too many limitations not to increase taxes. The census shows the County population growing and he does not want to see things going backwards. He feels we need to get realistic about getting to the root of the problems in the County and start fixing things. His experience is the guys on top nitpick on the basic needs but they throw money at projects that they feel will help them get re-elected. He wants to take care of the basic needs and get to the root of the problem. He wants the jail to be there for the purpose it was intended for.

**Motion made by Supervisor Clancy, seconded by Supervisor Zima to forward to the executive branch to be included in the 2018 budget. Vote taken. MOTION CARRIED UNANIMOUSLY**

#### District Attorney

#### **8. District Attorney's Report.**

District Attorney David Lasee informed that his office is on track from a budget standpoint. His only concern is that they could go over their witness fee, expert witness fee and witness travel budget as they do have a number of significant trials coming up the rest of the year. There are currently 22 pending homicides in Brown County. These include traditional homicides, Len Bias overdose deaths and OWI-related homicides. This is far and away the most they have ever had, by a fairly wide margin. From a budgetary standpoint, this will be challenging, but Lasee noted that even if they far exceeded the budget, it would be in the area of \$10,000.

Lasee continued that the number of referrals is up, but only by a relative small percentage. The complexity of the cases being referred is what increases the workload so much.

Evans noted that the Medical Examiner spreadsheet only shows one homicide. Lasee said the definition of homicide for the Medical Examiner's office is different than the DA's definition of homicide. For example, for a motor vehicle crash, the Medical Examiner may list the death as accidental because the death was not intended, but the DA's definition is homicide because the person was driving drunk. Medical Examiner Director of Operations Barry Irmen

said that overdose deaths are considered accidental in the medical world; they are only criminal when law enforcement is able to find the suspect who sold them the drug.

**Motion made by Supervisor Clancy, seconded by Supervisor Evans to receive and place on file. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

**Public Safety Communications**

**9. Budget Status Financial Report for May & June 2017 (Unaudited).**

Director of Public Safety Communications Cullen Peltier informed that there have not been any unexpected expenses and his department is tracking well.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to receive and place on file. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

**10. Budget Adjustment Request (17-53): Any increase in expenses with an offsetting increase in revenue.**

This adjustment is to increase the amount budgeted for the Hazmat Equipment grant as more was awarded than originally budgeted. This will also reallocate expenditures to the proper general ledger account. The budget impact of this is \$1,346.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**11. Director's Report.**

Peltier informed his department is currently down three positions, but they hope to have these positions filled by August 16 and will then be back to full staffing. With regard to the CAD project, it is currently 40% complete. Peltier said every three years the time system audits the department to be sure that requirements are being met. Because the County was moving over to a different CAD, it was discovered that Brown County is not in compliance with several issues. Public Safety Communications has been working with the Sheriff's Department and Technology Services since this was discovered. Initial comments were that if the requirements are not met, the time system access will be cut off upon the go live date of the new CAD system. The technology required to meet these requirements could cost upwards of \$500,000 per year. Peltier recently sent out correspondence to find out exactly what the ramifications are and the answer was then scaled back a little bit to they will work with the County to get the appropriate requirements met. Peltier is letting the Committee know about these requirements because they could ultimately cost the County money in terms of the technology needed in order to meet them. Peltier said the \$500,000 is an initial estimate and Technology Services, the Sheriff's Department and Emergency Management will be meeting with the State on August 22 to determine what is necessary. As an example, one of the requirements for vendors to come into the system is that they have to be digitally escorted. That may mean the entire technology has to be changed, or it could be a personal work around where one of the staff has to be on call to watch that. These are the types of things that need to be worked out to come up with an accurate figure for this.

Clancy asked how long the new CAD system will be good for. Peltier said the current CAD system has been in place since the beginning of the merger in 2001. He feels the new system will be good for 10 – 15 years. As part of ongoing maintenance costs for the system, upgrades will be done along the way to keep the system going.

Zima asked if there is any way the County could provide a person or two to keep the system up or if we are totally subservient on outside technology. Peltier feels the County is somewhat locked in to the contract. They have looked at different ways to save money and do whatever they can, but the technology and criticality of the system requires the contract. The contract includes all upgrades and service as well as any service for anything that would go down. He noted that there recently was a brief radio outage during a storm when the satellite was knocked out. The system was down for a little more than one minute and then came back up, but the system monitors were notified and a tech was sent out right way.

**Motion made by Supervisor Zima, seconded by Supervisor Clancy to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Emergency Management**

**12. Budget Status Financial Report for May & June 2017 (Unaudited).**

Emergency Management Director Jerad Preston said the Emergency Management budget is right where it should be for this time of year.

**Motion made by Supervisor Zima, seconded by Supervisor Evans to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**13. Director's Report.**

Preston referenced the storms in June and said there was one tornado that touched down in the County in Morrison. It was about 50 yards wide and stayed on the ground for 1 ½ miles. The Village of Pulaski also had some significant damage and Emergency Management is helping them recoup some costs through the Wisconsin Disaster Fund for things like tree removal and blocking off roads. Preston continued that they are still preparing for the airport exercise that will take place on August 16. The exercise will include about 150 volunteers and they will be working with about half of the public safety agencies in the County on this large scale exercise. They have also started the mitigation grant process to update the mitigation plan in the County which is about an 18 month process. Buckley asked Preston to let the Supervisors know about the airport exercise in case anyone wishes to attend.

**Motion made by Supervisor Clancy, seconded by Supervisor Evans to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Circuit Court, Commissioners, Probate**

**14. Budget Status Financial Report for May & June 2017 (Unaudited).**

**Motion made by Supervisor Clancy, seconded by Supervisor Zima to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Clerk of Courts**

**15. Budget Status Financial Report for April & May 2017 (Unaudited).**

Clerk of Courts John Vander Leest informed his department is approximately \$20,000 behind where they were last year at this time, but overall things are doing okay. Buckley asked what the reason for the shortfall would be and Vander Leest responded that there have been changes and fluctuations in the tax intercepts. He explained that tax intercepts depend on where the County falls in the order of collection compared to other creditors. He also noted that the State has changed some of the withholding which has lowered the tax intercept amounts across the state for government entities. The Clerk of Courts office is still doing all of the other collection practices they have been doing. Vander Leest also indicated they have a resignation in the office but he does not plan to fill the position because the start of the electronic filing process will likely save time for staff. Leaving the position open will help make up some of the lost revenue. He is fairly confident that end of the year figures will be close to where they were last year.

Vander Leest also spoke briefly on the ban the box topic and said the departments that handle money and collections should know if an applicant has committed welfare fraud, theft or embezzlement before they get to the final hiring stage. If this is something that is not discovered until the final step of the hiring process, it will extend the hiring process and vacancies will be open longer. He does not feel that people with histories of theft should be working in offices that handle money.

**Motion made by Supervisor Clancy, seconded by Supervisor Evans to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

16. Request for representation from the Clerk of Courts and Courts to attend each meeting monthly to provide monthly updates including various reports as requested by this committee. *Standing Item.*

*It was noted that this no longer needs to appear on the agenda as a standing item; no action taken.*

**Medical Examiner**

17. Budget Status Financial Report for June 2017 (Unaudited).

Medical Examiner Director of Operations Barry Irmen reported their budget is in good shape. With regard to staffing, they are better than they have ever been since partnering with Brown County and they are training the new people which is going well. The activity of the office is about where it should be expected to be and he noted the office has been extremely busy the last few weeks.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to receive and place on file. Vote taken.**

**MOTION CARRIED UNANIMOUSLY**

18. 2017 Medical Examiner Activity Spreadsheet.

Irmen did not have anything to add other than what was discussed at Item 17.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to receive and place on file. Vote taken.**

**MOTION CARRIED UNANIMOUSLY**

**Communications:**

19. Communication from Supervisor Schadewald re: To review those parts of the current Brown County-Oneida service agreement that apply to the departments they oversee. *Referred from July County Board.*

Buckley wished to make it clear that this item was simply to receive input, not do any negotiating. Schadewald agreed and said this is nothing more than informational. He said every Committee that has a part in this will be receiving information and it is his understanding that Village officials of Hobart and their representatives wish to present information and viewpoints. Schadewald also pointed out that negotiations have not commenced yet. The main focus is information and education of the Supervisors about the parts of the agreement that apply to their specific Committee's oversight. Buckley asked if Oneida was invited to give input as well and Schadewald said they were not for this part, but they will also have an opportunity to express their viewpoints. Buckley wanted to be sure that everyone had a fair chance to speak. Schadewald put this communication in because he is the Supervisor that represents Hobart and he would like the Committee to suspend the rules to hear from interested parties so they can share their information with this Committee.

**Motion made by Supervisor Clancy, seconded by Supervisor Zima to suspend the rules to allow interested parties to speak. Vote taken. MOTION CARRIED UNANIMOUSLY**

At this time, Village of Hobart President Rich Heidel, attorney for the Village of Hobart, Frank Kowalkowski, Hobart Village Administrator Aaron Kramer and Village of Hobart Police Chief Randy Bani addressed the Committee.

Heidel thanked the Committee for accommodating them. He read the following history to the Committee:

***Village of Hobart Presentation to the Public Safety Committee of the  
Brown County Board of Supervisors  
Richard R. Heidel  
Wednesday – 7 June 2017, Northern Building***

*Thank you, Chairman Buckley and Committee members for this opportunity to share concerns that the Village of Hobart has with the current service agreement as it impacts the public safety of its constituents, who are also your constituents – both tribal and non-tribal alike. I'm joined by Hobart's legal counsel, Frank Kowalkowski of the von Briessen & Roper Law Firm in Green Bay. Hobart-Lawrence Police Chief Randy Bani is also here to answer any questions you may have.*



*Approximately seven (7) years ago, Brown County carved out a 1,700 acre portion of the Village of Hobart for exclusive dispatch to the Oneida Tribal Police Department. This area is inhabited primarily – but not by any means exclusively – by Oneida tribal members. There are no natural boundaries that define the 1,700-acre portion. There were no identified issues that were intended to somehow be addressed or remedied by this carve-out. There was no consultation with the Hobart Lawrence Police Department beforehand. The conclusion is that the area was carved out based solely upon race, upon the predominance of individuals with 25% Oneida tribal blood quantum, and upon the County wanting to secure an annual service agreement payment from the Oneida Tribe.*

*Legal and constitutional issues aside, you can imagine the feasibility of the County arbitrarily designating an ill-defined geographical area for the exclusive dispatch of one department and, even after having the address of an incident scene, then the County Dispatcher having to determine whether it falls within this 1,700 acre area or not. You can understand the significant loss of time and efficiency and resulting adverse impact on police response to an incident scene introduced by this irresponsible policy. Yet the County didn't even anticipate this critical piece to the puzzle before inking it into its service agreement with the Oneida Tribe. Public safety became the victim of politics, of unnecessary racial lines being drawn, all for what – an annual service agreement payment? It took the 911 dispatch center and our HLPD Chief literally years to resolve this obvious snafu. Today, the arrangement is that the Oneida Police Department is the primary agency for 911 calls within this 1,700 acre portion. If you're interested, Chief Bani can explain the current protocol.*

*This meddling in a municipality's policing authority while addressing no known problems is still baffling to us today. There is absolutely no public safety enhancement whatsoever represented by this arbitrary policy. The Village of Hobart always has and always will see all of its constituents – tribal and non-tribal alike - through the eyes of the American Constitution and equal rights, not through the prism of racial make-up. Our officers, as well as the OPD officers, serve the entire Village of Hobart and we see absolutely no need nor any reason – certainly not any based on race - to differentiate or discriminate in the provision of public safety services to our constituents – to your constituents.*

*The Hobart-Lawrence Police Department serves the entire municipal areas of the Village of Hobart and the Town of Lawrence. There has never been, nor is there today, anything less than a cooperative and professional relationship between the officers of the HLPD and the OPD. This 1,700 acre carve-out flies in the face of enhanced public safety and therefore defies sound public policy. It's beyond time that Brown County strips this provision from its service agreement with the Oneida Tribe and aligns itself with true public safety without regard to anyone's racial or ethnic make-up. Period. Paragraph.*

*Thank you for your time and attention. As previously mentioned, I now invite Frank Kowalkowski to present his portion of this presentation.*

Buckley clarified that a few years ago when all of this started, a meeting was held at the Sheriff's Department with the Chiefs, some County Supervisors, and Public Safety Communications representatives. Early on there was an issue with this, but after the meeting the issues seemed to die as far as to how this was going to all work out. Peltier remembered the meeting and said it was shortly after he started and included a discussion on how to facilitate this. Brown County thought this could be done through the CAD system and then a meeting was held with Chief Bani and Chief Van Bortel of the Oneida Tribal Police to look at the CAD system and they came up with the solution they are using today. If a call comes in on a 911 line, it is dispatched to Oneida Tribal Police and if a call comes in on an admin line, it is dispatched to Hobart Lawrence. Buckley said at that time the Chiefs agreed and he recalled discussions on this and noted that that would have been the time to object to this. Hobart Police Chief Bani said this was after the County accepted the check and this was forced down their throat. At that point, they were simply told this is the way it would be. It had nothing to do with the service agreement and the 1700 acres which they were blindsided with. Buckley recalled former Supervisor Carpenter being involved in this representing Hobart and at that time they were looking at objecting to how it was laid out, but it is Buckley's recollection that the workout had been done between the Oneida Police Department, Hobart Police Department and Comm Center.

Evans feels this was based on race and based on payment and the 1700 acres. The agreement was signed and then Hobart and Oneida were brought to the table to try to figure out the issues. From what Evans remembers as being part of the team, everything Chief Bani and President Heidel said is accurate. Evans said his understanding is that Hobart Police and Tribal Police have a very good working relationship and Bani agreed with this.

Schadewald said the service agreement can be opened up every three year and he wants the County to look at the agreement to see if there is anything that can be changed or improved upon and that is why we are having these discussions right now.

Buckley asked if this is race based or if it is Oneida governmental based. Heidel said it is race based, but for the distinction between predominantly tribal population we would not even be talking about 911 centers and dispatching. There are ways to solve all sorts of granular problems, but to him, the root problem is in some people's eyes we have to provide different police service for something called Oneida. He said Oneida and Hobart is not really any different than the east side. It is a general area, there is a Town of Oneida in Outagamie County and their municipal boundary and Hobart's is shared. Those are the two distinct entities. The business of nebulously referring to something as Oneida is no better, no different and no worse than referring to something called the east side. Buckley said that because the federal government recognized the boundaries within tribal boundaries, it is a little different than talking about the east side because there are people living in Hobart that are predominantly Caucasian, but may be 25% native American which qualifies them to be on the tax rolls with Oneida, but they are still taxpayers of Hobart. Heidel agreed with this but said it was irrelevant and immaterial. He also said there is no Indian reservation, it is a former reservation; there are now trust parcels in a checkerboard manner. Heidel said he never paints the tribe with one broad brush. He has many tribal members that come to him when they cannot remedy an issue looking for recourse from Hobart and he does what he can. He sees them as Hobart constituents. Having said that, Heidel said he finds fault more often than not with the federal government's dysfunctional Indian policy and said it is what allows and empowers all of this nonsense to happen.

Attorney Frank Kowalkowski said he is legal counsel for the Village of Hobart and he has been asked to talk about the legal implications relative to a few provisions that pertain to the Public Safety Committee. He added to what Heidel said earlier by adding that the County deputized tribal law enforcement officials with a separate deputization agreement and this ties into the 1700 acres and police response to it. One concern Hobart has is that one view of the Statutes is that in order for the County to have the authority to deputize tribal law enforcement official they have to in fact be a tribal law enforcement official which the statute describes very specifically as a person employed by a tribe for the purpose of detecting and preventing crime and enforcing the tribe's laws or ordinances and who is authorized by the tribe to make arrests of Indian persons violating those laws. The question is have the Oneida officers ever been granted the authorization to make arrests and that is something Hobart has investigated because it is intertwined to all of these concerns and thus far they have not found any documentation. Kowalkowski said he has done a public records request to the County asking for any documentation showing the Oneida tribal officers have been granted arrest powers by the tribe and he was advised that there are no such documents. He noted that the tribe does not have any obligation to respond to public records requests so Kowalkowski does not know if they have anything, but from various talks he has had with tribal members, they believe they do not. That brings in the legal issue of this whole 1700 acres and whether it is primary 911 response or something related thereto, is there an issue of whether or not these tribal officers should be granted that authority?

Evans said it was his understanding that anyone can be deputized, so he feels that argument is invalid. Evans said Kowalkowski seems to be getting into the semantics of this, but to him, that seems to be an afterthought. He said that the agreement came together and then there were meetings to figure everything out and the Sheriff had to do the same thing and deputized the officers. He understands what Kowalkowski is saying, but he feels it is an afterthought. Kowalkowski said from a legal standpoint, there is an issue of whether or not the tribal law enforcement officials could be deputized absent proof they were given arrest powers under the general deputization statute and it specifically says nothing in this section limits the authority of the County to deputize a tribal law enforcement officer under Sec. 59.26, the general deputization statute. The statutes use tribal law enforcement officer which is defined as someone who only has arrest powers so there is a legal issue and he brings it up as one more general reason why maybe this provision should be out of the agreement. The practical reason is it appropriate in general from a policy standpoint and legally, are there some issues relative to its enforceability? Kowalkowski noted that there is a lot of separate law and police tribal law enforcement officials which he believes distinguishes this from the Sheriff's general deputization.

Evans asked if there was any judicial ruling on this and Kowalkowski responded that he is not aware of any. Evans said his point is that Oneida Corporation Counsel will come back and take the opposite side. Kowalkowski said they have a recording of Chief Van Boxtel at a meeting indicating or trying to claim that they do have arrest authority as distinguished from saying they do not need it. Zima asked if they have arrest authority for something other than

general law. Buckley said they have more abilities within the tribal reservation than the Hobart officers responding. Kowalkowski agreed with this. Zima feels if they are deputized, they should not have any more authority than any other officer in Brown County has. Buckley said the legal deputization part of this is really not under the purview of this Committee to debate.

Kowalkowski continued that another reason from a legal perspective that the 1700 acre 911 issue may be problematic is that if the officers are responding and they are deputized, the deputization agreement of the County has no waiver of sovereign immunity in terms of the County being able to enforce in court any provision in it whatsoever and the deputization agreement is one sided. Of more concern is that Paragraph 6 of the agreement says all immunities for liability and exemptions from laws, ordinances and regulations which deputized Oneida Police Department officers possess in their own jurisdiction shall be effective in the County's jurisdiction. The immunity from suit or liability that the tribe otherwise has is being preserved in the deputization agreement which creates all sorts of legal and liability issues for the County that just deputized the officers who are immune from being sued if they do something inappropriate. Zima asked if this was part of the service agreement and Kowalkowski said that that language is in the deputization agreement. He said the broader point is that now there are deputization agreements that might have issues tied into the policing stuff and the service agreement that may have sticky issues about enforcement and different views on what is or is not necessary to deputize. Why this is all in a service agreement as Heidel indicated earlier is because of the ability to not pay real estate taxes but the County being obligated to provide services despite that, is a money thing. This is getting intertwined and complicated with service agreements and deputization agreements and legal issues on ability to deputize, that it goes to the point of having this provision removed.

Kowalkowski next spoke about the 2010 amendment to the service agreement which added a provision entitled Health and Safety. This is somewhat linked to this in that it says the County ordinances addressing safety regulations do not apply to tribal members on the reservation; reservation being defined as the whole original 65,000 acre portion in Brown County. The problem with that is it is not just fee land owned by a tribal member and it is not just trust land. For any tribal member on the reservation, the County basically sold their health and safety to the tribe in the service agreement and Kowalkowski feels that surrender of County jurisdiction creates some issues and goes to the point of why it is in a service agreement. He questions if the County can surrender some of the obligations they have for health and safety issues. He admits it is not all health and safety issues in the reservation, but it could be on fee land. It does not even have to be owned by a tribal member, it is just a tribal member on the reservation. The amendment goes on to state that it includes any individuals or businesses leasing, occupying or otherwise using tribal lands which is not a defined term.

For efficiency Zima would like Kowalkowski to memorial the changes they would like to see in the service agreement so the Committee can consider each one and make recommendations to the County Board. Heidel said that Schadewald has already done this.

*Supervisor Nicholson arrived at 1:32 pm.*

Schadewald said part of the agreement is every three years it can be opened up and they ask that any changes desired be put in writing. If it is not opened up every three years, the agreement just continues. Heidel added that one thing that does change is the assessed property values which are essential and integral to a service agreement payment. If property values are not updated, the County is being underpaid and he feels it would be irresponsible not to reopen this agreement, if for that reason alone.

Kowalski finally referred to Paragraph 6 which is the County can object to fee to trust applications and said that this is a big thing relative to public safety. There is a lot of Brown County that is in this reservation and if the fee to trust process continues, there will be a lot of land. Once it is in trust, it is extraordinarily difficult to assert public safety ordinances and regulations. Zima noted that the service agreement was abandoned by the City a year ago.

Hobart Village Administrator Aaron Kramer read the following to the Committee:

*To the members of the Brown County Public Safety Committee:*

*As in my previous appearance before a Brown County committee, I will simply pose a series of questions for you to ponder as you move forward in the process of reviewing and, hopefully, amending the service agreement with the Oneida Tribe.*

*1) Why was the 2008 agreement so fundamentally different from the 2001 agreement? The earlier agreement was an actual payment in lieu of taxes, or PILOT. The 2008 agreement contains the complete control of fee and trust land being given to the tribe, no objection to fee to trust applications, and a carving out of 1700 acres of 911 calls. What did Brown County gain by this changes in the basic structure of a service agreement, other than a monetary inducement? It seems to me that the change from 2001 to 2008 were overwhelmingly slanted to the benefit of only one of the parties?*

*2) Why does the value of the property continue to be underestimated, greatly lowering the dollar amount the Tribe should be paying, and not reviewed and increased annually to reflect the increase value of the property? Residents of Hobart see their property values reassessed and, generally, increased in value on a periodic basis. I am certain the vast majority of Hobart taxpayers would love to have seen their property values of 2008 held static through now. Better yet, as the payment has not been increased, I think it would be only fair that the remainder of the Hobart taxpayers have their tax obligation to Brown County returned to the 2008 mill rate.*

*3) What was the rationale behind the carving out of 1700 acres of Hobart and delegating that to a specific 911 protocol? Our position is this – the carving out of the 1700 acres is patently racial when taken at face value. Would the County be comfortable with carving out another section of its population, based on ethnicity and racial makeup, and restricting the public safety service provided to that population to a certain agency, whose very arrest and enforcement authority is not universally accepted as legitimate. Why would the County blatantly show favoritism toward one public safety entity – the Oneida Tribes – over another – the Hobart/Lawrence Police Department – for nothing more than a large check? The Hobart-Lawrence Police Department is eminently qualified to provide the services required in a 911 call in this redlined area – and was providing the service prior to the carving out of the call response area, providing service regardless of race or ethnicity. Were the merits of the service actually provided, which would seem to be the prime factor in a service agreement, reviewed, analyzed, and investigated, or did a financial inducement trump due diligence?*

*4) In what other circumstances has the County sold its statutory and moral obligation to provide governance and regulatory oversight to an entity or ethnicity? The 2010 amendment to the 2008 agreement states, in summary, that the County ordinances relative to health, safety and zoning do not apply to Tribal members on the reservation even if they own it in fee. Does the County even have the constitutional right to sell its jurisdiction? Does this not raise the issue of equal protection and due process for the other residents of Hobart? How can any member of County government look a Hobart resident in the eye and say, “Our rules apply to you, but they don’t apply to your neighbor”? Where else in the County does this situation arise?*

*5) Why would the County waive its right to contest fee to trust applications, which ultimately could result in the erosion of the tax base of the County? What benefit to the County is there?*

*Ultimately, this does not appear to be a service agreement, by any normal application of standard definitions. The service the Tribe seems to be providing is a large payment to the County to acquiesce on a number of issues that unilaterally benefit the Tribe; the service that the County seems to be providing is a willful turning of a blind eye and abrogation of its constitutional and statutory obligations to provide just and equal governance without consideration of the long term injurious impact. This Service Agreement is fundamentally, constitutionally, and morally wrong.*

*Supervisor Evans was excused at 1:44 pm*

Hobart Chief of Police Randy Bani said his comments follow along the same lines of the three speakers ahead of him. He said the tribe is simply allowed to do things that no one else in the US can do. They are able to buy their way because of everyone allowing them to do that. If, in fact, the tribe decides to go to Howard and currently the County is getting millions of dollars for a contract to provide law enforcement what stops Oneida from going a million over that? Is the Brown County Sheriff’s Department going to have to lay off people? Tribal members that he has talked to

basically say they know they are afforded something no one else is afforded but they are allowed to do it and they will take advantage of it and use it until it is taken away. Bani feels it is time to take it away and treat everyone as equal. Bani also talked about home rule and jurisdiction and he questions where else anyone is able to carve out and sell a section of their jurisdiction.

Buckley asked if the City of Green Bay responds to tribal facilities in trust. It was answered that they are currently moving towards responding and that is part of the reason they got rid of the service agreement because of the threat of more carving out of jurisdiction. Buckley recalled his earlier law enforcement days and said that as a Green Bay Officer they did not respond to the Casino or One Stops. Zima said it was his sense that we were going to start objecting to lands going into trust, but he does not know if the administration is doing that.

Buckley asked for a nutshell answer as to what is being looked for in connection with this communication. Kramer responded that what they are asking for is eliminating the clause that says there is 1700 acres. Heidel added that it would be to return back to the fact that the Village of Hobart is a 33 square mile municipality which is served by the Hobart Lawrence Police Department, Oneida Police Department and sometimes the County Sheriff as backup and the entire 33 square miles should be that way with agencies dispatched upon availability and the nature of the call. Bani said if Oneida sees a call and is down the street, they will handle the call until Hobart gets there. The jurisdiction is still the jurisdiction of Hobart and should remain that way. Within the acreage of Hobart, Hobart wants to be primary within the entire 33 square miles of Hobart. Buckley is trying to define what Hobart is looking for and Bani responded that they want home rule to be home rule and jurisdiction is jurisdiction, just like it was prior to 2008. Buckley asked if they would then be seeking service fees from Oneida for responding to calls on trust land. Heidel said they do not play that game.

**Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to return to regular order of business. Vote taken. MOTION CARRIED UNANIMOUSLY**

*This was an informational item and no action was taken.*

- 20. Communication from Supervisor Zima re: That the attached 3 requests be referred to the Public Safety Committee:**
- a. Request for the Clerk of Courts to provide a list of CM, CF, CT, TR cases from 2014-2017 without valid driver's license or State identification information listed.**

Vander Leest advised that there is nothing in CCAP to show legal status and law enforcement is not allowed to ask a person about their legal status unless they are in the jail. Vander Leest does not think there is much his office can do to help gather the numbers Zima is looking for.

- b. Request from the Brown County Sheriff for a list of all ICE deportations from the Brown County Jail from Jan. 1, 2014 to present.**
- c. Request for the Brown County Sheriff to participate in a partnership with ICE which will give Sheriff Deputies the power to act as federal immigrant agents in the County Jail. The program, known as 287(g), is an agreement between ICE and law enforcement agencies that, after a four-week training program, grants state and local officers the power to question and detain immigrants deemed deportable in state and local jails. The agreement gives trained sheriffs' deputies the authority to use ICE databases, question inmates about their immigration status and place inmates with deportable immigration statuses on detainers for up to 48 hours after their scheduled release to allow time for ICE agents to pick them up for deportation. According to the ICE website, there are 37 law enforcement agencies across 16 states that have such a partnership with the agency. *June Motion: To refer to the next Public Safety Committee meeting and ask Clerk of Courts John Vander Leest to accumulate information as to the number of illegals charged in criminal cases in Brown County and also have the Sheriff get a head count of how many illegals are currently in the Brown County Jail.***

**Motion made by Supervisor Zima, seconded by Supervisor Nicholson to hold for one month. Vote taken. MOTION CARRIED UNANIMOUSLY**

Other

**21. Audit of bills.**

*No bills; no action taken.*

**22. Such other matters as authorized by law. None.**

**23. Adjourn.**

**Motion made by Supervisor Zima, seconded by Supervisor Clancy to adjourn at 1:55 pm. Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio  
Recording Secretary

# Crimes Against Children and Sex Trafficking in Brown County



**BROWN COUNTY SHERIFFS OFFICE**  
**LT. JAMES VALLEY**

## Internet Crimes Against Children Task Force

Launched in 1998, the Internet Crimes Against Children Task Force Program (ICAC Program), started with only 10 Task Forces across the United States, but today it is a network of 61 coordinated Task Forces representing more than 3,000 Federal, state and local law enforcement and prosecutorial agencies. These agencies are engaged in reactive, proactive, and forensic investigations, and criminal prosecutions.



## Brown County ICAC

- In 2014, the ICAC division was created to establish a presence of enforcement on Internet Crimes Against Children within Brown County. In total, over 70 arrests have been made of individual that were will or have sexually abused children in our area. Over 350 cases have been investigated within the last two years.
- In October of 2014, two civilian computer forensic positions were approved and added. Almost 2000 items of digital evidence have been processed and reviewed by our computer analysts.

## Operation Cross Country

Last Week Brown County Law Enforcement was involved in Operation Cross Country.

Law Enforcement arrested 15 people for violations that involved Human Trafficking, along with warrants and other crimes.

95% percent of all victims contacted wanted help to get out of their situation because they are forced to do it by others. Some cannot get out due to the threat of violence.

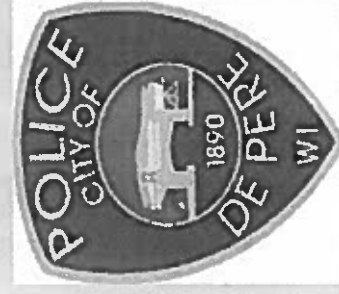
## Victims

Many victims still come to Brown County outside the area and also have made residency in Brown County. We are still assessing the issue to find the big picture of the issue. We do know that a large amount of money does come in through Human Trafficking and ultimately is funneled into the drug trade.

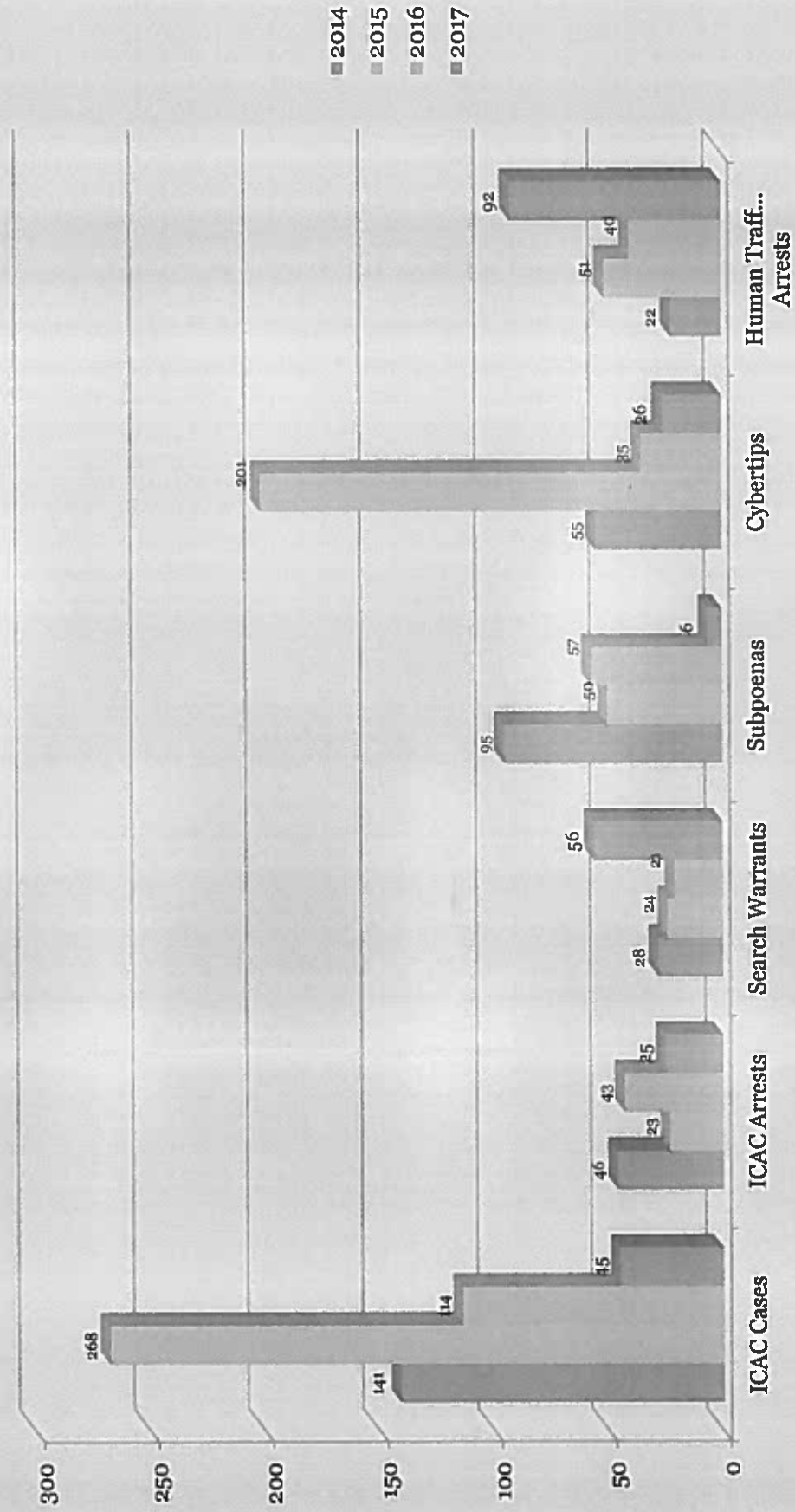
**95% of the individuals involved are in the trade by force and not by their own will.**

## Local Partnerships

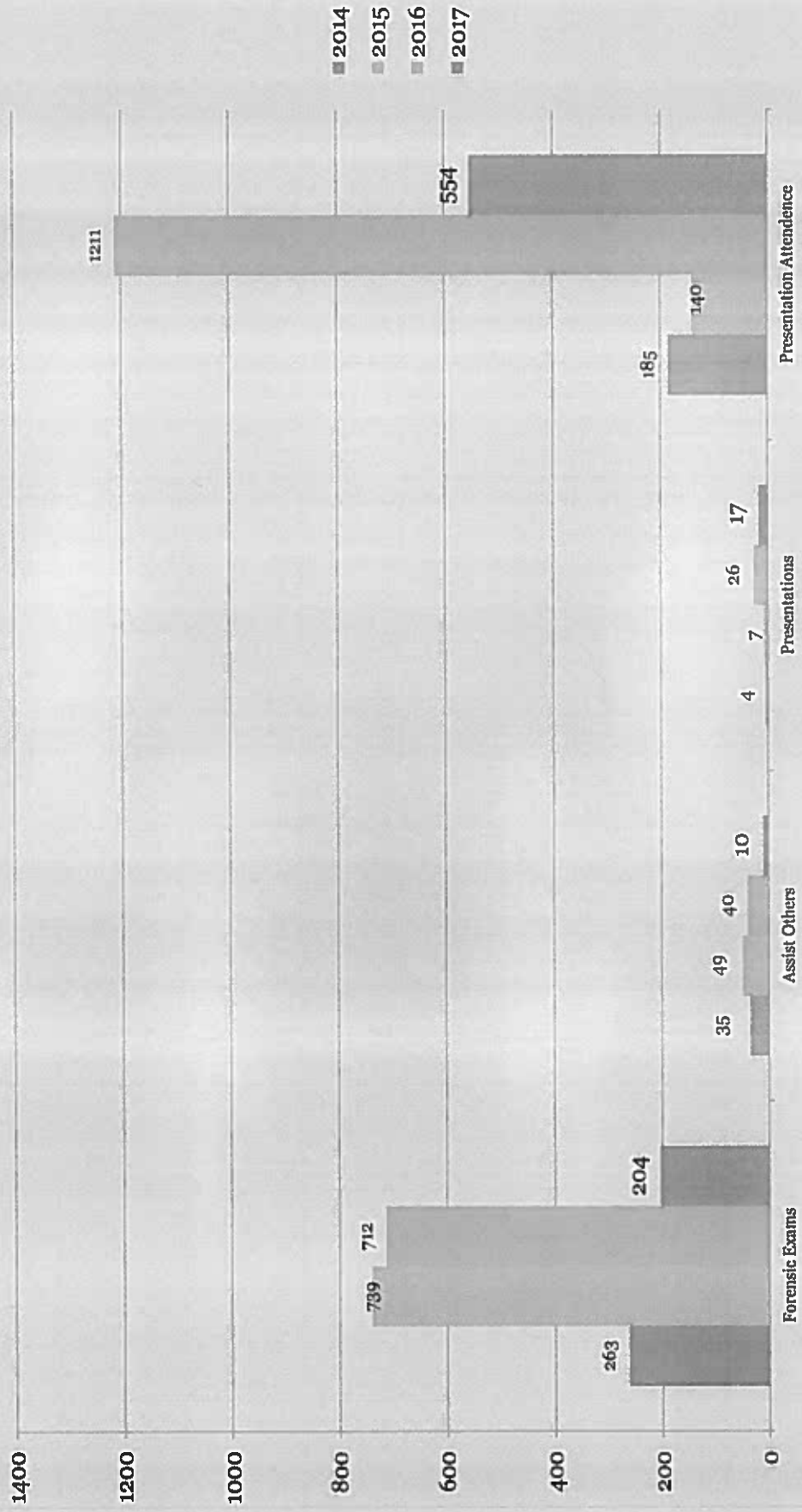
The effort to combat this has been through a partnership between the Brown County Sheriff's Office, Ashwaubenon Public Safety, De Pere Police Department and Green Bay Police Department.



# 2014-2017 Statistics



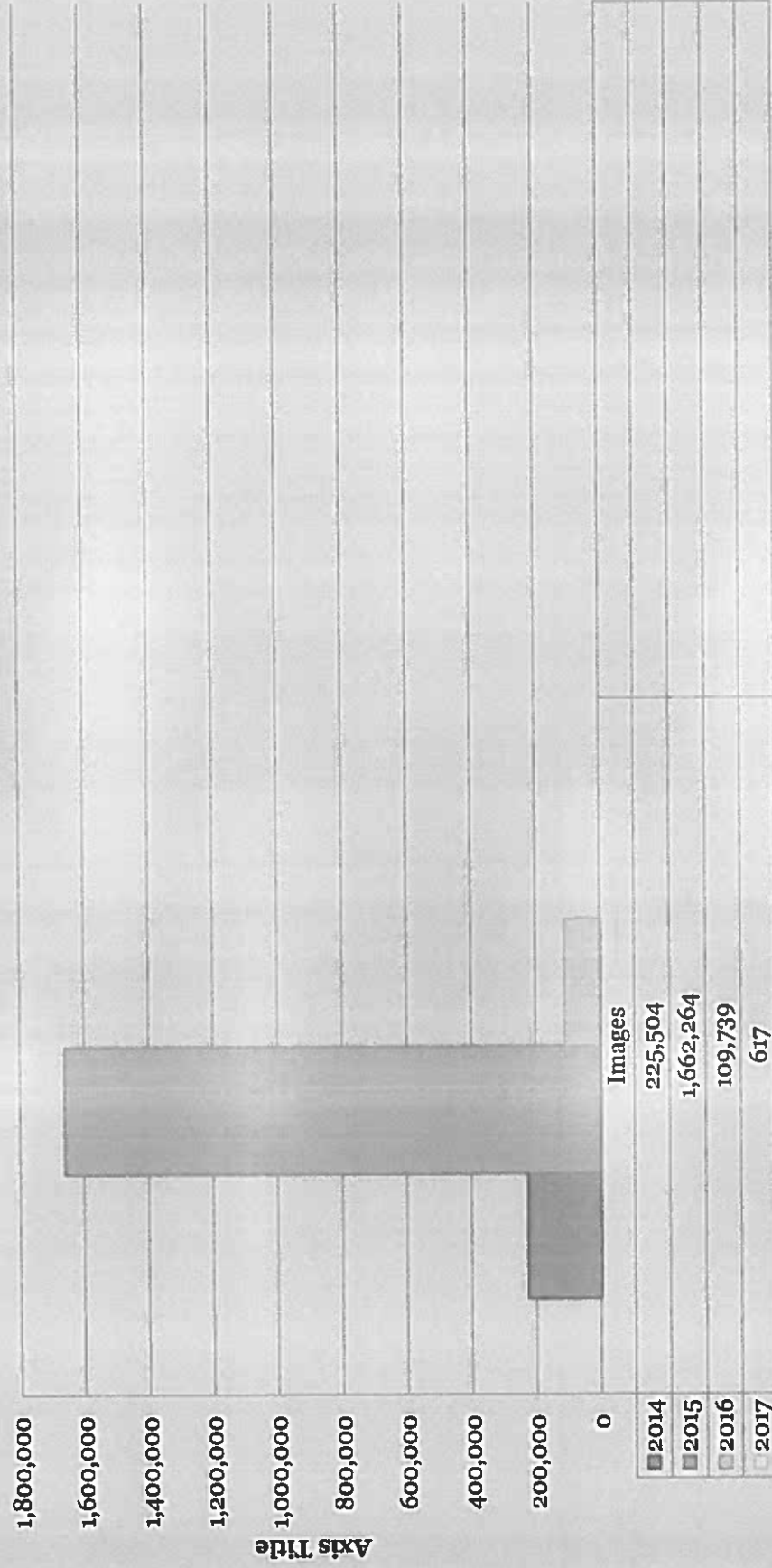
# 2014-2017 Statistics





# 2014-2017 Statistics

## Child Pornography



# Drug Abuse and Trafficking in Northeast Wisconsin



**BROWN COUNTY DRUG TASK FORCE  
LT. KEVIN KINNARD**



## Mission of Drug Task Force

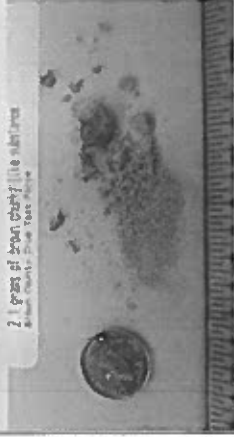
- Identify, disrupt and dismantle drug trafficking organizations operating or distributing in Brown County.
- Reduce demand for controlled substances through public awareness and directed enforcement focusing on drug dealers and drug houses.

## DTF Activity Jan – Jun 2017

- 214 Search Warrants/Consensual Searches
- 66 Purchases of Controlled Substances
- 74 K-9 Deployments
- 181 Felony Arrests
- 34 Misdemeanor Arrests
- 301 Cell Phone Extractions
- 48 Community Presentations reaching approximately 2,274 people

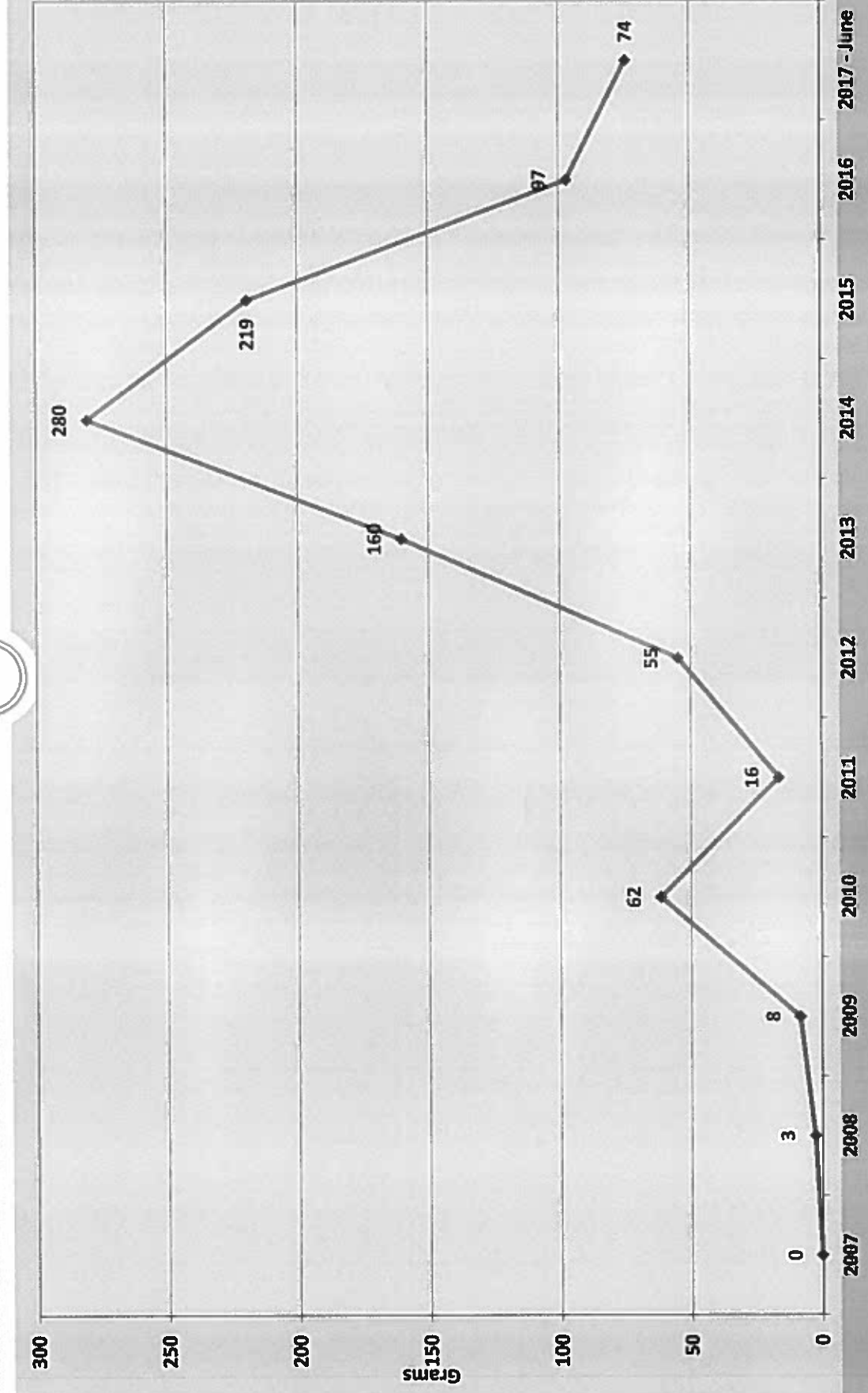
# Heroin

- Heroin is a Schedule I drug processed from morphine, a natural opiate derived from specific varieties of poppy.
- Intravenous (needle) use of heroin is still the preferred method of choice for addicts because the heroin rush occurs almost immediately upon entering the blood stream, approximately 7-8 seconds after injection.
- Heroin is powerfully addictive. The long term heroin user has cravings so overwhelming that they have only two goals: 1) Getting Heroin; and 2) Using Heroin.



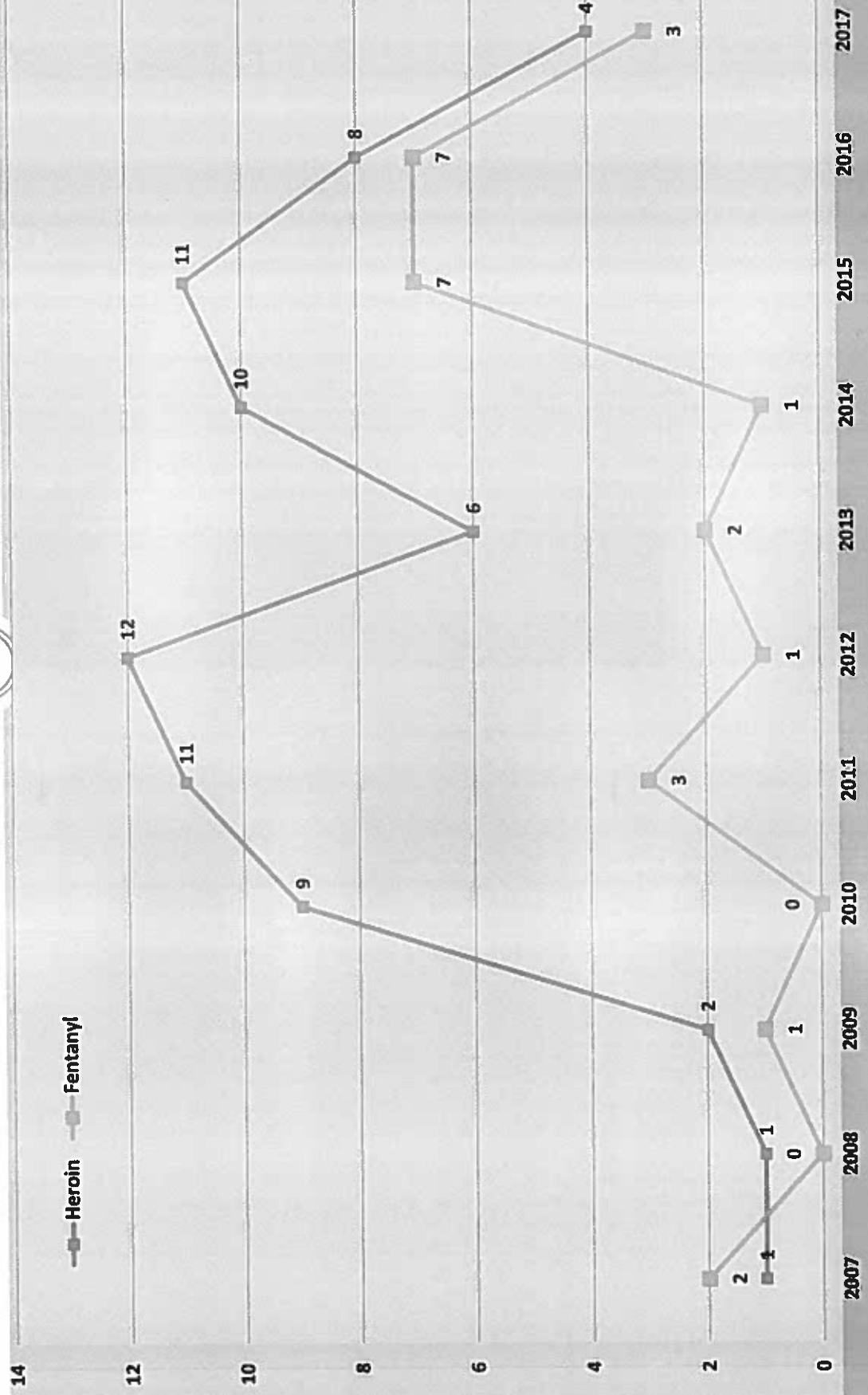
# Heroin

Grams Seized by the Brown County Drug Task Force



# Heroin Overdose Deaths

## Brown County



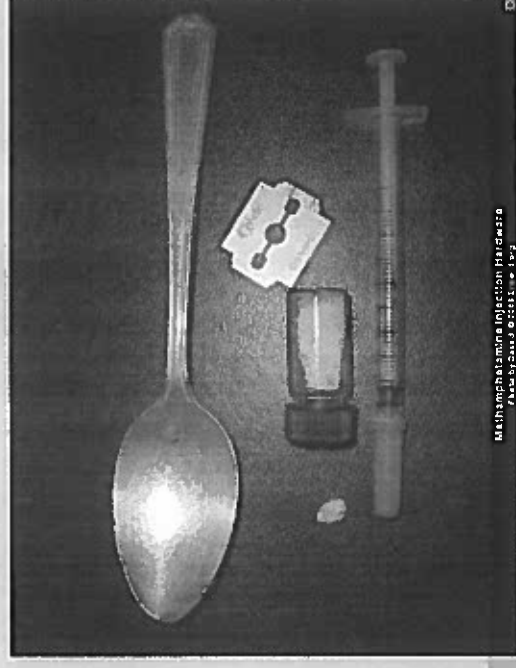
# Fentanyl

- Fentanyl is a Schedule II synthetic opioid that is 25-40 times more potent than heroin
- Analogs of fentanyl (carfentanil, furanyl fentanyl, acetyl fentanyl, etc) are also more potent than heroin
- Fentanyl has been found in counterfeit prescription pills, and as a cutting agent mixed with heroin and cocaine (often times dealers and users do not even know fentanyl is mixed in)
- **Fentanyl is lethal at approximately two milligrams (32 grains of salt or 7 poppy seeds)**
- Accidental exposure to law enforcement is a serious concern



# Methamphetamine

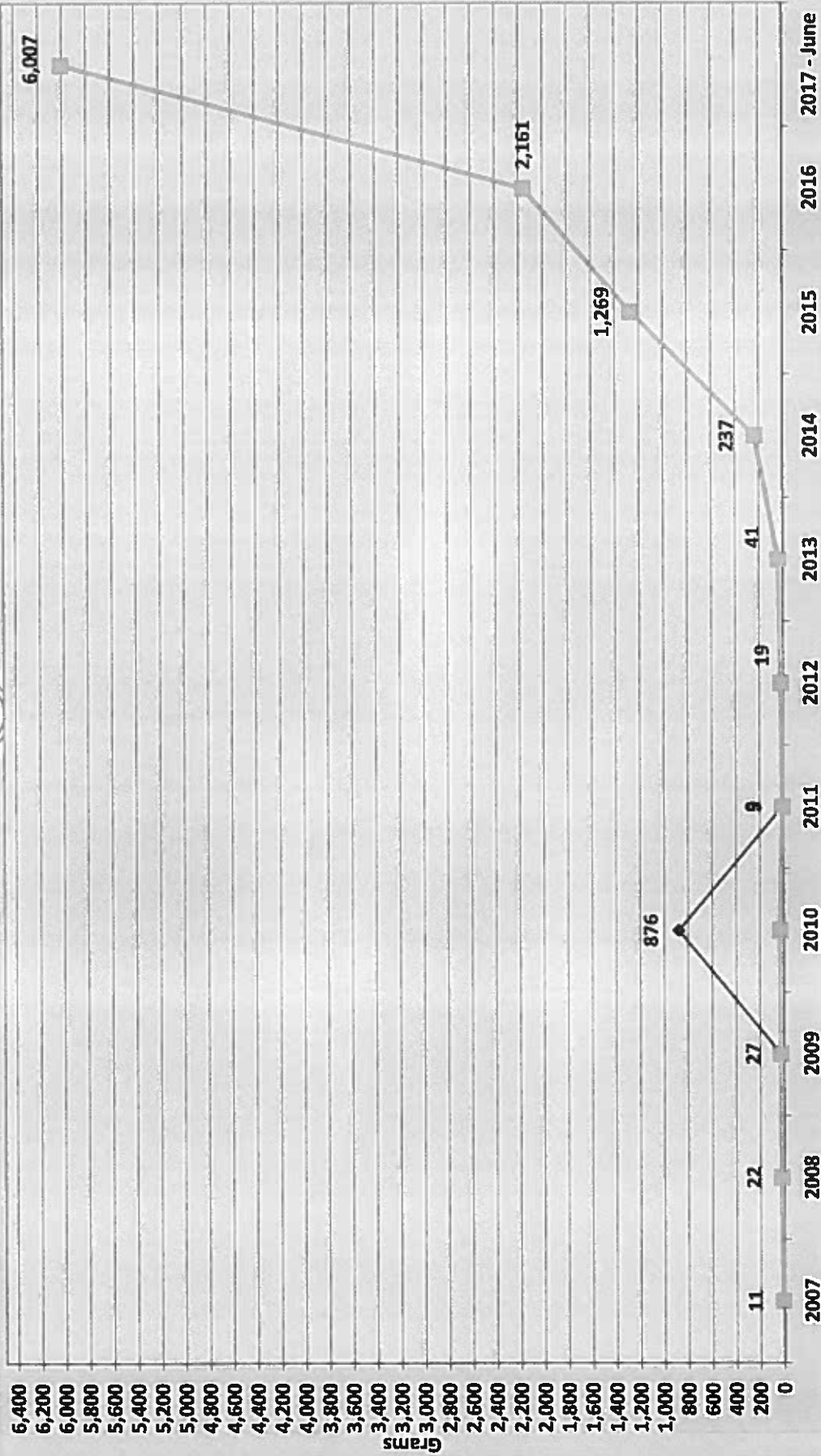
- Methamphetamine is a Schedule II drug, of which the main ingredient is ephedrine.
- It can be smoked, inhaled, injected or orally ingested.
- Methamphetamine is a highly addictive stimulant that affects the central nervous system.



Methamphetamine Injection Hardware  
Photo by David G. Little, 1992

# Methamphetamine

Grams Seized by the Brown County Drug Task Force





# 2017 Highlights

- **Large Scale Methamphetamine Organization Disrupted**
  - 10.69 pounds of methamphetamine (\$1.4 Million street value)
- **Seizures**
  - ✦ \$56,300 US Currency
  - ✦ 46 firearms
  - ✦ 3 vehicles
  - ✦ Various other drugs
- **Criminal Analyst**
  - HIDTA will fund a fulltime Analyst for 2017
- **Focus remains on the enforcement of heroin, methamphetamine, cocaine and marijuana**
  - Targeting Drug Trafficking Organizations

Jail ADP  
by Mo 2017

**BROWN COUNTY SHERIFF'S DEPARTMENT**  
**Jail Average Daily Population by Month and Type**  
**For the Calendar Year 2017**

	Monthly Averages										Exclude EMP and boarded elsewhere or on temp leave Actually in BC Jail and WRC	Exclude Fed & State Actually in BC Jail and WRC BC inmates only	
	Main Jail Lockup -excl. Boarded	Huber Facility	Brown Co Adult Sub-Total	Boarded State Inmates	Boarded Federal Inmates	Temp Leave Adult & Juv	Boarded out Inmates	All Adult Sub-Total	Electronic Monitoring	Juvenile (incl. other Counties)	Grand Total		
Jan. '17	464.9	181.4	646.3	1.3	17.1		-	664.7	79.9	8.9	753.5	673.6	655.2
Feb.	470.5	197.7	668.2	1.0	19.1		17.8	706.1	90.7	10.9	807.7	699.2	679.1
Mar.	461.2	193.8	655.0	0.5	17.7	4.5	37.6	715.3	90.0	9.2	814.5	682.4	664.2
Apr.	458.7	194.7	653.4	-	16.5	3.4	39.9	713.2	97.0	9.6	819.8	679.5	663.0
May	464.0	200.3	664.3	-	15.3	4.0	39.9	723.5	93.7	10.5	827.7	690.1	674.8
June	467.5	199.9	667.4	-	13.6	3.6	49.9	734.5	86.9	8.4	829.8	689.4	675.8
July	469.1	199.8	668.9	-	13.1	3.8	61.5	747.3	90.2	10.2	847.7	692.2	679.1
Aug.													
Sep.													
Oct.													
Nov.													
Dec.													
YTD Avg. **	465.1	195.4	660.5	0.4	16.1	3.9	35.2	714.9	89.8	9.7	814.4	4.3%	
% Incr. >	0.5%	-1.6%	-0.1%	-73.3%	18.1%		1972.3%	5.4%	2.6%	-36.8%	4.3%	% inc. from prior year	
2016 Avg.	462.7	198.6	661.3	1.5	13.6		1.7	678.0	87.5	15.3	780.8	691.6	676.5
2015 Avg.	447.8	200.7	648.5	1.9	21.2		-	671.6	87.4	15.4	774.3	686.9	663.8
2014 Avg.	444.4	199.8	644.2	-	21.0		-	665.2	88.5	18.8	772.5	684.0	663.0
2013 Avg.	438.2	191.6	629.8	incl. w/ Fed			-	648.3	80.2	13.6	742.2	661.9	643.5
2012 Avg.	421.9	185.2	607.1	-	23.7		-	630.8	81.7	7.7	720.2	638.5	614.8
2011 Avg.	443.7	195.0	638.7	-	25.2		-	663.9	60.2	7.5	731.7	671.4	646.2
2010 Avg.	429.1	185.6	614.7	-	20.4			635.0	50.6	8.2	693.8	643.2	622.9
2009 Avg.	459.4	193.0	652.4	-	18.9			671.3	46.3	8.1	725.7	679.4	660.5
2008 Avg.	440.9	187.8	628.6	15.1	25.4			669.1	40.1	12.0	721.2	681.2	640.7
2007 Avg.	408.5	186.4	594.9	22.4	37.3			654.7	36.5	10.6	701.8	665.3	605.5

Notes:

Effective in March 2017, adults and juveniles on temporary leave (out on writ) are being added in to the total ADP figure.

During late 2008 and early 2009, some inmates were boarded at another county jail due to the Communication Center construction project - an average of just under 16 for January 2009.

Federal inmates are primarily from US Marshal Service but also includes some inmates from Bureau of Prisons.

Prior to 2007, inmates from other counties were boarded in the Brown County Jail. In 2007 there were no inmates from other counties but there were inmates from the state boarded that year. Some state inmates were boarded in late 2014 but included in the federal inmate count - not separated out.

The above figures include inmates who are AWOL or on temporary leave, which is typically about 16 persons  
The Huber Facility figure includes all inmates housed in that facility whether they actually are work release eligible

\* State inmates were housed in Nov. and Dec. 2014 but included with Federal inmates in the above figures

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**BROWN COUNTY HEALTH & HUMAN SERVICES**

Treatment Alternatives and Diversion Program  
300 E. Walnut St.  
Green Bay, WI 54301



Phone (920) 391-4849 Fax (920) 391-4849

**Brown OWI Treatment Court Planning Cost****EM Cost- SCRAM (Based on 30 Participants)**

Participants	Daily Unit Cost	Monthly Unit Cost	Projected Use Days	Cost
Cost per participant for projected use days	\$4.41	\$18	168	\$812.88
Anticipated Cost for New Participants within calendar year	\$132.30	\$2,160	168	\$24,386.40

**New Treatment Court Case Manager Cost (37.5 Hour Position)**

Hourly Rate	Standard Hours	Total FT Salary	FICA	Retirement Credit 0%	Retirement Credit 6.8%	Disability	UC @ .25 %	Work Comp	Health Ins	Dental Ins	Life Ins	Total Fringe Benefits	Total Cost
\$21	\$1,950	\$40,950	\$2,952	0	\$2,785	\$156	\$102	\$61	\$8,922	\$1,000	\$82	\$16,060	\$57,010

**Supplies Cost**

Supplies Needed	Cost	Total
Laptop/Accessories	\$1600	\$1600
Monitor	\$225	\$225
Total		\$1825

**Treatment Court Fees for OWI Treatment Court (Based on 30 participants)**

Participants	Monthly Court Fees	Projected Number of Months	Anticipated Collection
Amount per participant	\$60	12	\$720
Anticipated amount for 30 participants	\$1800	12	\$21,600

**\*\* These numbers show the minimum fee associated with OWI Court. Depending on income the fee will range from \$60-120 per month for each participant\*\***

**Other OWI Treatment Court Costs-**

Incentives	\$1,000
Transportation	\$2,000
Housing	\$2,000
Counseling	\$10,000
Testing (Redwood Toxicology)	\$7,500
Office/Testing Supplies	\$2,750



Training/Travel	\$500
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**Potential Return on Investment- Entering OWI Court vs Jail Stay**

Participants	Cost per Day	Number of Jail Days	Total Amount
Amount per participant	\$55	183	\$10,065
Anticipated amount per 30 participants	\$1,650	5,490	\$301,950

**Total Cost**

Item	Expense
OWI Case Manager	\$57,010
Computer Supplies	\$1,825
Incentives	\$1,000
Transportation	\$2,000
Housing	\$2,000
Counseling	\$10,000
Testing (Redwood)	\$7,500
Office/Testing Supplies	\$2,750
Training/Travel	\$500
Electronic Monitoring (SCRAM)	\$24,386.40
Projected Total Cost:	\$108,971.40

**Final Cost**

Projected Program Cost	\$108,971.40
Program Fees Minimum (\$60)	\$21,600
Final Program Cost	\$87,371.40

### **OWI TREATMENT COURT SCRAM/COURT FEE BREAKDOWN**

There will be a three level sliding fee scale associated with the OWI Treatment Court. The amount of the fee will be determined by the gross income of the participant and the spouse if applicable. Participants in the OWI Treatment Court will be required to pay for the full cost of the SCRAM (Alcohol Monitoring Unit) within the first year of participation in the Treatment Court.

<b>LEVEL</b>	<b>GROSS INCOME OF PARTICPANT (AND SPOUSE) PER MONTH</b>	<b>AMOUNT OF FEE</b>
<b>1</b>	\$0.00 to \$1,499.99	\$60.00
<b>2</b>	\$1500 to \$2,499.99	\$90.00
<b>3</b>	\$2500.00 or more per month	\$120.00

**\*\* These numbers are based off of general probation fee guidelines\*\***



Brown County  
Treatment Alternatives  
& Diversion Program  
**PARTICIPANT CONTRACT**



**Defendant's Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Case Number(s):** \_\_\_\_\_

**INTRODUCTION:** The Brown County OWI Court Program is a court that is specifically designated and staffed to handle cases involving chemically dependent adult offenders through an intensive, judicially-monitored program of drug and alcohol treatment, rehabilitation services, and strict community supervision. The OWI Court is built upon the Drug Court model which provides a unique partnership between the criminal justice system and drug treatment community, one that structures treatment intervention around the authority and personal involvement of an OWI Court Judge. The OWI Court Judge and the OWI Court Team work together with the participant toward a common goal of breaking the cycle of alcohol and other drug abuse and criminal behavior. The OWI Court Team acknowledges accomplishments with a variety of incentives and responds to violations with a variety of sanctions.

**INSTRUCTIONS:** With your attorney present, carefully read each item in each section. Your initials acknowledge your understanding of and agreement to the statements in the section preceding your initials. Please sign your full name at the end of the contract, acknowledging your voluntary agreement to this entire Brown County OWI Court Participant Contract.

**1) ELIGIBILITY REQUIREMENTS:**

- a) I am a Brown County resident.
- b) I am not subject to jurisdiction of juvenile court and satisfy age standards of treatment providers.
- c) My current offense is a non-violent crime resulting from/motivated by substance abuse/addiction/dependency.
- d) At minimum, I must be facing a criminal charge of OWI 4<sup>th</sup> to be considered for the OWI Treatment Court. Extenuating circumstances will be considered on a case by case basis.
- e) I am aware that entry in the OWI Court Program requires that I plead guilty to my criminal charges, and requires the waiver of other important rights.
- f) I have never been found guilty, nor had adjudication withheld for any violent felony offense as defined in section 941.291(1)(b) of the Wisconsin State Statutes or similar crimes in any state.
- g) I do not have any prior/current convictions involving use of dangerous weapon.
- h) I do not have any prior/current sex offenses, stalking, arson, or kidnapping offenses.
- i) I am aware a clinical substance abuse screening and assessment is required to determine whether my participation in the Program is clinically appropriate. I will cooperate with the OWI Court Case Manager at all times, including signing consents for disclosure of my substance abuse and mental health treatment related records or other consents deemed necessary, and agree to follow all recommendations from that assessment, including: inpatient or residential treatment, outpatient or day treatment, individual and/or group therapy, family/couples counseling, or any other treatment deemed appropriate or recommended by the OWI Court Team.
- j) I voluntarily agree to participate and abide by the rules of the OWI Court.

- k) I am willing to address my issues of abuse/dependency/addiction.
- l) I am physically able to participate in treatment.

Initials:

**2) CONSIDERATION FOR PROGRAM ACCEPTANCE:**

- a) I understand the validity of this contract is conditioned upon my acceptance into and continuing eligibility for the OWI Court Program. If at any time after the execution of this agreement it is discovered that I am ineligible to participate in the OWI Court Program, I may be immediately terminated from the Program.
- b) I understand I will enter the Program at sentencing as a condition of probation, and I must comply with the requirements of the Program in addition to all other conditions of probation that are imposed by the OWI Court Judge and/or my probation and parole agent. Failure to comply may result in violation of my probation and arrest.
- c) I agree to waive my right to have my attorney present at regular OWI Court review hearings and understand that my case may be discussed without my attorney present.
- d) I agree to execute the Consent for Disclosure and Exchange of Confidential Substance Abuse Treatment Information, which allows for the OWI Court Team to release and exchange information. I understand that any information obtained from this release will be kept in my OWI Court file, and will not be shared with anyone except OWI Court Team Members.
- e) I agree to have my photograph taken and used for OWI Court files and use.
- f) I agree to obtain a Wisconsin State Identification Card within 2 weeks of my acceptance into the Program and will maintain possession of my ID card as proof of identification.
- g) I understand participation in the Program involves a minimum time commitment of twelve (12) months, and may include an aftercare component consisting of up to an additional six (6) months following graduation.
- h) I understand that the Program may be ended or reduced at any time due to funding issues beyond the Program's control which may result in my termination from the Program.

Initials:

**3) FEES:**

- a) I am aware I am required to pay \$60 per month to participate in the OWI Court Program.
- b) I am aware I will be responsible for paying for the cost of all positive AODA screening and confirmation tests.
- c) I agree to develop and follow a payment plan for the costs of participation in the OWI Court Program.
- d) I agree to pay all OWI Court Program costs prior to graduation.
- e) I agree to pay for the cost of my treatment. The amount to be paid to the treatment provider will be based on an existing sliding scale procedure and my ability to pay.

Initials:

**4) SUPERVISION STANDARDS:**

- a) I agree to make appearances before the OWI Court Judge (weekly, biweekly, or monthly per current phase requirements).
- b) I will attend office visits with the OWI Court Case Manager (at least weekly, biweekly, or monthly per current phase requirements).
- c) I will cooperate with home visits with any OWI Court team member (at least weekly, biweekly, or monthly per current phase requirements).
- d) I will cooperate with job and/or school visits with OWI Court Team members.

- e) I will cooperate with office and home visits as directed by my probation rules/agent.
- f) I will cooperate with electronic monitoring as needed, and as ordered by the OWI Court.

Initials:

**5) GENERAL PROGRAM RULES & PRO-SOCIAL BEHAVIORAL EXPECTATIONS:**

- a) I agree to abide by the rules and regulations imposed by the OWI Court Team, including those listed in this agreement, the rules and conditions in the participant handbook and all other conditions determined by the OWI Court Team and my probation and parole agent. I understand that if I do not abide by these rules and regulations, I may be sanctioned or terminated from the program.
- b) I am aware sanctions may include time in jail, increased treatment episodes, increased testing, community service, termination from the Program and such other sanctions as may be deemed appropriate by the OWI Court Team.
- c) I understand that during the entire course of the OWI Court Program, I will be required to attend court sessions, treatment sessions, and other required services, and I will be required to submit to random AODA testing, maintain absolute sobriety, and commit no law violations. I agree to fully participate and follow the requirements in each of the four phases of the OWI Court Program, and the aftercare component.
- d) I will attend and be on time for all court appearances, appointments, treatment sessions, or other scheduled activities ordered by the OWI Court Team.
- e) I agree to abide by my individualized time management plan. I understand that I am required to document that I have followed my assigned time management plan each week, including a combination of the following activities: employment, support group meeting attendance, substance abuse treatment, AODA testing, job searches, school, community service work, OWI Court appointments, or OWI Court attendance.
- f) As a condition of participation in this Program, I agree to the search of my person, property, place of residence, vehicle, or personal effects at any time with or without warrant, and with or without reasonable cause, when required by the OWI Court Case Manager, any probation and parole agent, or other law enforcement officer.
- g) I am aware I may not work as a confidential informant with any law enforcement agency while I am in the OWI Court Program, nor may I be made or encouraged to work as a confidential informant as a condition of my full participation in the OWI Court Program.
- h) I am not currently an affiliated gang member and understand I may not participate in the Program if I am affiliated with a gang.
- i) I agree to promptly and truthfully answer all questions asked by any OWI Court Team member and agree to obey all directions given to me by any OWI Court Team member.
- j) I agree to inform any law enforcement officer who contacts me that I am in the Heroin Court Program.
- k) I may not possess any weapons while I am in the OWI Court Program. I will dispose of all weapons in my possession, and disclose the presence of any weapons possessed by anyone else in my household. Failure to dispose and/or disclose may result in termination from the Program and prosecution for any illegal possession of a weapon.
- l) I agree to not violate any city, state, or federal laws or ordinances or commit any acts or threats of violence. I will report any arrests or contact with police to my probation and parole agent and the OWI Court Case Manager within 24 hours of any such occurrence.
- m) I agree not to associate with any person engaged in criminal activity.
- n) I will develop and demonstrate an ability to maintain a realistic budget, or obtain assistance in budget management.
- o) I will complete assigned community service work.
- p) I will be responsible for my own transportation to all required court hearings, treatment



sessions, office visits with Team members, AODA testing, community service, employment, or other services/appointments as established by the OWI Court Team.

Initials:

**6) ABSTINENCE REQUIREMENTS & HEROIN/ALCOHOL TESTING:**

- a) Participating in the OWI Court Program requires me to be drug and alcohol free at all times. I will not use or possess any Drugs (including marijuana and medications prescribed to others) or alcohol, or paraphernalia. I will not be present while Drugs or alcohol are being used by others, nor will I associate with people who use or possess Drugs.
- b) I understand that I will be tested for the presence of alcohol and/or Drugs in my system on a random basis and I am aware that testing may include urine, breath, sweat, saliva, blood, and/or hair testing. In order to validate that the urine tested is mine, I agree to provide the sample in a setting and manner in which my genitals will be exposed to a person of my gender authorized by the OWI Court to collect the sample. I waive my rights to privacy and accept this condition without reservation.
- c) I agree to fully cooperate with all drug and alcohol testing, at any time, as requested by any OWI Court Team member, my probation and parole agent, a law enforcement officer, and treatment providers.
- d) I understand testing for the OWI Court Program will occur frequently and randomly; testing for Probation and Parole will occur as directed by my probation and parole agent; and testing for treatment providers will occur as requested by my provider(s).
- e) I am aware random drug testing by the OWI Court Program requires me to call the testing line on a daily basis to confirm if I am required to appear for testing that day. In addition, if I am not scheduled to work, volunteer, or attend school on first shift on a required testing day, I will be required to appear for the morning testing time slot. I will provide acceptable, written proof of my work, volunteer, and school schedule(s) if I claim I am unable to appear for the morning testing time slot.
- f) I understand if I am late for a test, miss a test, or fail to submit a sample for testing, it will be considered “dirty” or “positive” and I will be sanctioned.
- g) I am aware substituting, altering, tampering, or trying in anyway to change my body fluids for purposes of testing is grounds for immediate termination from the Program.
- h) I understand I may dispute positive test results, but that the positive test and retesting/confirmation testing will be at my expense, and that I may face more severe sanctions for a confirmation test that is still positive.
- i) I agree to be responsible for what goes into my body that may affect drug or alcohol test results. Before taking medication of any kind, I will check with the pharmacist to ensure it is non-narcotic, non-addictive, and contains no alcohol. I will pre-register any and all medications, prescribed or over-the-counter, with my treatment provider(s) and with the OWI Court Case Manager. In addition, I will not consume poppy seeds or non-alcoholic beer and/or wine.
- j) I will inform all treating physicians, dentists, or other health providers that I am a recovering addict and that I may not take narcotic, addictive, or mind/mood-altering medications or Drugs. If a treating physician wishes to treat me with such medications or Drugs, I must and will disclose this to my treatment provider(s) and get specific permission from the OWI Court Case Manager or my probation and parole agent.
- k) I agree to not enter establishments where alcohol is primarily sold and to avoid any premises where alcohol is sold for consumption on the premises.
- l) I am aware time spent in confinement or other controlled environments will NOT count towards my phase time which is required for advancement to higher phases of the OWI

Court Program.

Initials:

**7) TREATMENT, CASE MANAGEMENT, & ANCILLARY SERVICES:**

- a) I agree to cooperate with an assessment/evaluation for developing an individualized OWI Court Program Plan to adequately meet my needs. I understand that the OWI Court Team may modify my Program Plan, and I agree to comply with the requirements of any such modifications.
- b) OWI Court staff may require me to provide very personal information. This may include, but will not be limited to: my criminal record, education and work history, family history, medical and psychiatric information. While Program staff will try to avoid unnecessary embarrassment to me, I understand that these things may be discussed in open OWI Court sessions, in treatment sessions, or in other settings related to participation in the Program.
- c) I am aware I may be referred to other services to aid in my personal growth, health, and recovery and agree to follow through with those referrals. I understand that other providers may develop treatment or service plans and I agree to comply with the requirements of such plans or any modifications deemed appropriate to such plans.
- d) I agree to sign any and all consent forms allowing for the release and exchange of medical, mental health, social service, probation/parole, other personal records, and other releases which allow the OWI Court Team to review diagnostic and treatment information. If I withdraw my consent, I understand that I will be terminated from the OWI Court Program.
- e) I will participate in an outpatient or inpatient treatment program, as determined by the OWI Court Team and will not leave any treatment or service program without prior approval of my provider and the OWI Court Team.

Initials:

**8) SUPPORT GROUP ATTENDANCE & SPONSOR/MENTOR REQUIREMENTS:**

- a) I will participate in support groups as established by the OWI Court Team (biweekly is the minimum during any phase).
- b) I agree to obtain a sponsor/mentor and maintain contact per Team instruction (weekly is the minimum during any phase).
- c) I will develop an aftercare/alumni program that is approved by the OWI Court Case Manager prior to graduation.

Initials:

**9) EMPLOYMENT & EDUCATIONAL REQUIREMENTS:**

- a) Within the time directed by the OWI Court Team, I will establish an employment plan and seek employment, job training, community service, and/or further education as approved and determined by the OWI Court Team. I understand that failure to do so may result in sanction or termination.
- b) I agree to provide a copy of my pay statements, work, and/or school schedules to the OWI Court Case Manager and/or my probation and parole agent as proof of obtaining and maintaining employment and/or education.
- c) I agree not to change my education or employment status without the prior approval of my probation and parole agent and the OWI Court Case Manager.
- d) I will participate in a OWI Court educational component, such as establishing life skills

and job training, as deemed appropriate by the OWI Court Team.

Initials:

**10) RESIDENCY & TRAVEL RESTRICTIONS:**

- a) I agree to reside in Brown County and to keep the OWI Court Team, my probation and parole agent, and my treatment/service provider(s) informed of my current address and phone number(s) at all times. In addition, I agree not to change my address without the prior approval of my probation and parole agent and the OWI Court Case Manager.
- b) I understand that my place of residence must be approved by the OWI Court Case Manager and my probation and parole agent. I further understand that I may be required to reside in a transition living arrangement or other housing alternative if my choice of residence is not approved by the OWI Court Case Manager and my probation and parole agent.
- c) I agree not to leave Brown County without the prior approval of my probation and parole agent or the OWI Court Case Manager, subject for review by the OWI Court Team.
- d) I agree to cooperate with curfew/home restrictions established by the OWI Court Team.

Initials:

**11) FAILURE TO COMPLETE THE PROGRAM:**

- a) I understand my failure to successfully complete and graduate from the Program will result in removal from the Program and I may be barred from future participation.
- b) I am aware that after I have been accepted into the Program and have formally accepted my plea arrangements before the OWI Court Judge, I will not be able to voluntarily remove myself from the Program. I further understand that the only means for leaving this Program is by expulsion or successful graduation from the Program.
- c) I agree to complete all monetary, community service, and treatment conditions within 30 days prior to termination of this agreement.

Initials:

I hereby voluntarily request to be considered for the Brown County OWI Court Program, also referred to as the "Program" throughout this contract and I am willing to enter into this agreement freely and voluntarily. I understand that signing this contract is not a guarantee of my acceptance into the OWI Court Program and that the opportunity to participate in this Program is a privilege, not a right. I have read and reviewed the above contract with my attorney and understand what will be required of me if I am accepted into the OWI Court Program. By signing this agreement, I am bound by its terms and the details of this contract will apply to me for the duration of the Program. I do hereby release and forever discharge the complaining witnesses, victim(s), the OWI Court Judge, the Solicitor's Office, Police Department, the OWI Court Team and staff, and their respective heirs, successors, executors, administrators, and assigns from any and all claims of any kind or nature whatsoever, either in law or in equity, arising out of my arrest, participation in, or termination from, the OWI Court Program, and do expressly release and forever hold them harmless from any criminal or civil action which I may have a right to bring as a result of my arrest or participation in the OWI Court Program.

\_\_\_\_\_  
Defendant's Signature

\_\_\_\_\_  
Date Signed

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Defense Attorney's Signature

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Date Signed